



THE CITY OF REDMOND  
OFFICE OF THE MAYOR  
ROSEMARIE M. IVES, Mayor

**MEMO TO:** City Council

**FROM:** Rosemarie Ives, Mayor

**DATE:** January 4, 2005

**SUBJECT:** **REDMOND TRIP REDUCTION INCENTIVE PROGRAM  
(R-TRIP) AGREEMENT WITH KING COUNTY**

**I. RECOMMENDED ACTION**

By motion authorize the Mayor to execute an Agreement with King County to accept King County's contribution of funding for transportation products and services for the Redmond Trip Reduction Incentive Program (R-TRIP) through December 31, 2005.

**II. DEPARTMENT CONTACT PERSONS**

Roberta Lewandowski, Director, Planning and Community Development, 425-556-2447  
Kim van Ekstrom, Manager, Marketing and Transportation Programs, 425-556-2419  
Erika Vandenbrande, Senior Planner, TDM Programs, 425-556-2457

**III. DESCRIPTION/BACKGROUND**

The City of Redmond and King County both provide programs and services to assist employers in encouraging their employees to commute in modes other than driving alone. These services support employers in meeting their goals for the Commute Trip Reduction law and Transportation Management Programs and thereby help reduce energy consumption, air pollution, and traffic congestion.

The combined efforts of Redmond, King County and other cities help implement two of the Council's 2004 Strategies: (1) to provide choices to effectively move people, goods and services in, around and out of the city; and (2) work with other governments to efficiently deliver services.

R-TRIP has been very successful in forming partnerships with employers to provide effective alternatives to single occupant vehicle use. The City and King County desire to continue to work together to implement the R-TRIP, a program that helps fund Redmond employer trip reduction efforts. Redmond funds are provided through the business license surcharge, as recommended by the Business Tax/Transportation Improvements Advisory Committee, and are currently being used to provide incentives, program support, and technical assistance to both large and small employers.

To further leverage dollars dedicated to trip reduction, King County has agreed to provide specific commute-related programs and services to assist with the R-TRIP, up to a maximum of \$157,000. Under this agreement, the City of Redmond and King County

will coordinate their commute trip reduction programs, and King County will contribute toward the following:

- **Rideshare Plus/RCOP Services** – The program provides incentives to new vanpoolers and employers who begin or enhance vanpool subsidy programs. The anticipated King County contribution is \$60,000.
- **Go Redmond Residential TDM** - This program will offer a Commuter Club demonstration incentive program for residents who use alternative means of transportation. The anticipated King County contribution toward this program is \$50,000 in direct incentives and marketing support.
- **RSVP Vanpool Program** – The program provides incentives to new vanpoolers and employers who begin or enhance vanpool subsidy programs. The anticipated King County contribution is \$60,000.
- **R-PASS Transit Incentives** – This program will provide new transit commuters with an incentive to try commuting by transit and employers with an incentive to begin or enhance a transit subsidy program. The anticipated King County contribution is \$5,000.
- **Job Access/Reverse Commute** – This program will provide funding support for up to 12 VanShare or VanWorks vans targeted at employment sites with low-wage workers. The anticipated King County contribution to this program is \$9,000.

#### IV. IMPACT

- A. **Service Delivery**: Approval of this agreement will result in enhanced opportunities for employers and commuters into Redmond to receive alternate commute subsidies and assistance in accessing alternate commute modes, thereby improving mobility in Redmond.
- B. **Fiscal**: There will be no additional cost to the City as a result of this action. The agreement allows the City to draw upon up to an additional \$157,000 in King County program funding.

#### V. ALTERNATIVES TO STAFF RECOMMENDATION

- A. **Do not approve the agreement**: If the agreement is not approved, Redmond will not receive the additional \$157,000 in funding and support to implement the R-TRIP program.

#### VI. TIME CONSTRAINTS

The agreement ends effective December 31, 2005. Any delay in implementing the contract reduces the amount of time the City, and participating employers would have to reduce commute trips.

**VII. LIST OF ATTACHMENTS**

**Attachment A:** R-TRIP Agreement

**Exhibit 1:** Scope of Work and Budget

**Exhibit 2:** Federal Transit Authority Master Agreement Third Party  
Guidelines

Roberta Lewandowski  
Roberta Lewandowski, Planning Director

12/16/04  
Date

Approved for Council Agenda:

Rosemarie Ives  
Rosemarie Ives, Mayor

12/17/04  
Date

# **ATTACHMENT A**

## **Agreement between the City of Redmond, Washington and King County, Washington**

### ***R-TRIP Program***

This agreement is made and entered into by and between the City of Redmond (hereinafter the "City") and King County, through its Department of Transportation (hereinafter the "County"), each of which entity may be referred to hereinafter as "Party" or collectively as the "Parties".

### **Recitals**

- A. Whereas, the County has accepted a Congestion Mitigation Air Quality (CMAQ) grant (WA90-x254) from the Federal Transit Administration (FTA) for multi-modal Transportation project planning and demonstration in order to increase high occupancy vehicle use; and
- B. Whereas, the City and the County are partners on a variety of regional transportation projects; and
- C. Whereas, the City and the County provide programs to assist employers in encouraging their employees to commute in modes other than driving alone and thereby help reduce energy consumption, air pollution and traffic congestion, and
- D. Whereas, survey results have shown the innovative elements of the existing R-TRIP program have exceeded program goals and have been very effective; and
- E. Whereas, the City and the County desire to expand the R-TRIP program into the residential sector and provide new approaches to increase mobility options for Redmond residents, and

### **Agreement**

Now therefore, in consideration of the terms, conditions and covenants contained herein, the Parties hereto agree as follows:

#### **1. Purpose of Agreement**

The purpose of this Agreement is to establish the roles and responsibilities of the City and the County as related to the provision of funding and services for the Redmond Trip Reduction (R-TRIP) Program.

## **2. Scope of Work and Budget**

The objectives, tasks, and budget of the R-TRIP Program are set forth in the Scope of Work and Budget detailed in **Exhibit 1** to this Agreement, which is attached hereto and incorporated herein by this reference.

## **3. Term of Contract**

This Contract shall commence on January 1, 2005 and shall terminate on December 31, 2005, unless terminated earlier, pursuant to the terms and conditions of this Agreement. The agreement can be extended on an annual basis for up to three years, by mutual agreement of both parties.

## **4. Invoice and Payment Procedures**

### **4.1 Reimbursement of Eligible Expenses**

The County shall submit an invoice to the City for up to \$60,000 in costs for RSVP passes in support of the Rideshare Commute Options Program (RCOP). The County shall invoice the City twice during the year, in June, 2005 and December, 2005.

The County shall reimburse the City for a maximum of \$30,000 of expenses related to the residential TDM program.

### **4.2 County Invoicing Information**

Invoices to the County shall be submitted to:

King County Metro R-TRIP Project Manager  
Market Development  
MS YES-TR-0600  
400 Yesler Way  
Seattle, Washington 98104

### **4.3 City Invoicing Information**

Invoices to the City shall be submitted to:

City of Redmond R-TRIP Program Manager  
MS CHPL  
P.O. Box 97010  
Redmond, WA 98073-9710

## **5. Applicability of Federal Grant Contract**

This Agreement is subject to a financial assistance contract between the County and the U.S. Department of Transportation. All Parties are required to comply with all terms and conditions prescribed for third party contracts in the grant contract between the U.S. Department of Transportation and the County.

New federal laws, regulations, policies and administrative practices may be established after the date this Agreement is executed and may apply to this Agreement. To achieve compliance with changing federal requirements, all Parties agree to accept all changed requirements that apply to this contract.

## **6. Federal Transit Administration Third Party Guidelines**

The Parties shall comply, and ensure that their contractors and subcontractors comply, with all federal, state, and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement, including, but not limited to, the FTA requirements set forth in **Exhibit 2**, which is attached hereto and incorporated herein by this reference.

## **7. Record Retention**

During the progress of the work and for a period of not less than three years from the date of final payment by the County and the City shall keep available for inspection and audit by the County and the Federal government the records pertaining to the Scope of Work and accounting therefore. Copies of all records, documents or other data pertaining to performance of the Scope of Work will be furnished upon request. If any litigation, claim or audit is commenced related to performance of the Scope of Work, the records along with supporting documentation shall be retained until all litigation, claims and/or audit findings have been resolved even though such litigation, claim or audit continues past the three-year retention period.

## **8. Audit**

The Parties to this Agreement, the U.S. Department of Transportation, the FTA, the State Auditor, and the Inspector General and any of their representatives shall have full access to and right to examine, during normal business hours, all County and City records with respect to all matters covered by this Agreement; provided, however, that nothing herein shall require the disclosure of documents or records that are privileged or otherwise exempt from discovery or public disclosure. Such representatives shall be permitted to audit, examine, copy, and make excerpts or transcripts from such records, and other matters covered by this Agreement.

## **9. Agreement Modifications**

Any changes made to this Agreement shall be mutually agreed upon by all Parties to this Agreement in writing. If such changes cause an increase or decrease in any assigned cost, or in the time required for the performance of any services under this Agreement, an equitable adjustment agreed to by all Parties may be made to the Agreement price or period of performance, and the Agreement shall be modified in writing accordingly.

## **10. Termination**

### **10.1 Termination for Convenience**

Any Party may terminate its participation in this Agreement, in whole or in part, for its convenience upon providing sixty (60) calendar days' advance written notice of the termination.

## **10.2 Termination for Cause**

Any Party may terminate its participation in this Agreement in the event that another Party fails to perform its obligations, as described in this Agreement, through no fault of another, by providing written notice not less than fifteen (15) calendar days prior to its intent to terminate.

## **10.3 Termination for Non-Appropriation**

Any Party may terminate its participation in this Agreement at the end of each calendar year in the event that sufficient funds are not appropriated to cover performance of any Party's responsibilities under this Agreement. Such termination shall be upon thirty (30) calendar days' advance written notice of the termination.

## **10.4 Termination for Grant Funding**

Any Party may terminate its participation in this Agreement if any of the grant funds designated for the services specified in this Agreement become unavailable. Such termination shall be upon thirty (30) calendar days' advance written notice of the termination.

## **10.5 Other Items**

Following receipt of a Party's intent to terminate its participation in this Agreement pursuant to Sections 10.1, 10.2, 10.3, or 10.4 above, the non-terminating Parties shall meet to determine whether to continue the Agreement without the terminating Party or terminate the Agreement in its entirety.

If this Agreement is so terminated prior to fulfillment of the terms stated herein, the City or the County shall be reimbursed in accordance with Section 4 of this Agreement for 100% of all eligible direct and related indirect expenses and non-cancelable obligations incurred to the date of termination; provided, however, that any such reimbursement is strictly subject to the availability of grant funds for any such payment.

## **11. Waiver of Default**

Waiver of any default shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized parties and attached to the original Agreement.

## **12. Legal Relations**

- A. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed because of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors, subcontractors, or representatives of any other Party.
- B. The Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

- C. This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- D. The provisions of this section shall survive any termination of this Agreement.

### **13. Assignment and Subcontracting**

#### **13.1 Assignment**

No assignment or subcontracting of responsibilities, monies due, or claims arising out of this Agreement may be made by any Party without the prior written consent of the other Parties. Said consent must be sought in writing by the interested Party not less than fifteen (15) calendar days prior to the date of any proposed assignment.

#### **13.2 Subcontracting**

"Subcontract" shall mean any agreement between any Party and a sub-contractor or between sub-contractors that is based on this Agreement, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject of this matter, or (2) supplies.

### **14. Force Majeure**

Any Party to this Agreement shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: late delivery or nonperformance by vendors of materials or supplies; any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; a lawful order of any court or civil authority of competent jurisdiction commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such incapacitating cause is presented to the other Parties to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event should this provision eliminate the need to make payment for work performed in accordance with this Agreement.

### **15. Indemnification**

Each Party shall protect, defend, indemnify and save harmless the other Parties, their elected officials, officers, employees, and agents, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from each Party's own negligent acts or omissions in performing work under this Agreement. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, and their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Parties only, and only to the extent necessary to provide



the indemnified Parties with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

**16. Severability**

If any covenant or provision in this Agreement shall be adjudged void by a court of competent jurisdiction, such adjudication shall not affect the viability, obligation, or performance of any other covenant or provision which in itself is valid if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this Agreement.

**17. Mutual Negotiation and Construction**

This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against another Party.

**18. All Terms and Conditions**

This Agreement merges and supercedes all prior negotiations, representations, and agreements between the Parties related to the subject matter hereof and constitutes the entire agreement between the Parties. This Agreement may be amended only by written agreement by all parties to the Agreement.

**19. Contact Persons**

The City and the County shall designate a contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement.

	<b>City of Redmond</b>
Contact Name	Erika Vandenbrande
Title	Senior Planner
Address	City of Redmond
	15670 N.E. 85th Street
	PO Box 97010, Redmond, WA 98073-9710
Telephone	425-556-2457
Fax	425-556-4242
E-Mail	Evandenbrande@redmond.gov
	<b>King County</b>
Contact Name	David Stallings
Title	Senior Transit Planner
Address	King County Metro Transit
	400 Yesler Way, M/S YES-TR-0600
	Seattle, WA 98104-2615
Telephone	206-684-1623
Fax	206-684-2058
E-Mail	david.stallings@metrokc.gov

## 20. Execution of Agreement

This Agreement shall be executed in two counterparts, any one of which shall be regarded for all purposes as an original.

In witness whereof the Parties have caused this Agreement to be executed by duly authorized representatives as of the last date signed below:

<b>King County</b>    By _____ Kevin Desmond, General Manager King County Metro Transit  Date _____	<b>City of Redmond</b>    By _____ Rosemarie Ives, Mayor City of Redmond  Date _____
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## Exhibit 1 - Scope of Work and Budget

### 1. Program Objectives

The objectives of this program are to work in partnership to educate residents, employees and employers located in Redmond about alternate transportation modes and encourage use of these alternate modes through a combination of personalized assistance, promotion and incentives.

### 2. Work Plan and Timeline

All Parties shall contribute to and mutually agree upon the development and implementation of a work plan, timeline and program evaluation for the residential elements of the R-TRIP Program, to be completed no later than February 1, 2004.

### 3. City Tasks and Responsibilities

The City shall perform the following tasks:

<b>City Tasks</b>	<b>City Budget</b>
<b>A. RSVP Vanpool Incentive</b> Receive applications and verify eligibility for participants in RSVP, RPASS and ETC Rewards programs. Distribute incentives.	\$60,000
<b>B. R-Rewards</b> Negotiate & obtain gift cards from Redmond Town Center for use in R-Rewards program. Refine & maintain R-Rewards web-based commute calendar and administrative system.	\$ 75,000
<b>C. Innovative Employer Programs</b> Contract with individual employers. Process and pay employer invoices.	\$150,000
<b>D. R-Pass Transit Incentives</b> Distribute R-Pass fare media.	\$ 15,000
<b>E. R-TRIP Program Management, Website &amp; Administration</b> Provide a project manager to coordinate individual partner and group efforts	\$ 50,000
<b>F. R-TRIP Promotion &amp; Marketing</b> Develop, design and print (in collaboration with project partners) graphical marketing materials for R-TRIP and display materials for use at transportation events. Pay for postage for employer marketing and commuter incentives.	\$ 20,000
<b>G. Residential TDM Program Management</b> Provide program support, outreach and promotional materials for residential TDM program .	\$ 50,000
<b>H. Outreach &amp; Administration</b> Take the lead in contracting with for R-TRIP program outreach and administration.	\$ 57,000
<b>I. Job Access/Reverse Commute Vanshare or VanWorks</b> Funding support for up to 12 Vanshare or Vanworks vans targeted at employment sites with low-wage workers.	\$ 9,000
<b>Total City Budget</b>	<b>\$486,000</b>

#### 4. COUNTY TASKS AND RESPONSIBILITIES

The County shall perform the following tasks:

County Tasks	County Budget
<b>A. Provide Rideshare Plus/ RCOP Services</b> 1. Continue personalized follow-up with rideshare candidates 2. Raise emphasis on retention as formations slow 3. Provide transit-vanshare service information to rideshare candidates 4. Staff outreach events at CTR-affected sites <i>(Funding source: CMAQ)</i>	\$33,000
<b>B. Go Redmond Residential TDM</b> Provide support for residential TDM program outreach, coordination, promotion and related project activities. <i>(Funding source: Partnership Setaside)</i>	\$36,000
<b>C. Go Redmond Residential TDM Project Management Support</b> Provide .20 FTE from King County Marketing group in support of residential TDM program. <i>(Funding source: CMAQ Grant)</i>	\$14,000
<b>D. RSVP Vanpool Incentive</b> Funding support for vanpool incentive to be primarily utilized in RCOP services. <i>(Funding source: Partnership Setaside for Rideshare Operations' labor, CMAQ Grant for incentives)</i>	\$60,000
<b>E. R-Pass Transit Incentives</b> Pay for transit incentives to be used in residential program. <i>(Funding source: CMAQ Grant)</i>	\$5,000
<b>F. Job Access/Reverse Commute Vanshare or VanWorks</b> Provide funding support for up to 12 VanShare or VanWorks vans targeted at employment sites with low-wage workers. <i>(Funding source: JARC Grant, with 50% match from employers)</i>	\$9,000
<b>Total County Budget</b>	<b>\$157,000</b>

## 5. PROJECT BUDGET

<b>Program Element</b>	<b>City</b>	<b>County</b>	<b>Total</b>
RSVP Vanpool Incentive	\$60,000	\$60,000	\$120,000
Rideshare Plus /RCOP Elements	0	\$33,000	\$33,000
R-Rewards	\$75,000	0	\$75,000
Innovative Employer Programs	\$150,000	0	\$150,000
R-Pass Transit Incentives	\$15,000	\$5,000	\$20,000
Go Redmond Residential TDM	0	\$36,000	\$36,000
Go Redmond Program Management	\$50,000	\$14,000	\$64,000
R-TRIP Promotion & Marketing	\$20,000	0	\$20,000
R-TRIP Program Management, Website, Administration	\$50,000	0	\$50,000
Outreach & Administration	\$57,000	0	\$57,000
Job Access/Reverse Commute	\$9,000	\$9,000	\$18,000
<b>Program Totals</b>	<b>\$486,000</b>	<b>\$157,000</b>	<b>\$643,000</b>

## **Exhibit 2**

### **Federal Transit Authority Master Agreement Third Party Guidelines**

**Exhibit 2 is comprised of four parts that include the Federal Transit Authority Master Agreement and supporting documents regarding Third Party Guidelines.**

**Part 1. Required Third-Party Contract Clauses**

This matrix lists the relevant Master Agreement references for Third-Party Contracts and Subcontracts.

**Part 2. USDOT FTA Master Agreement**

**Part 3. Circular FTA C 4220.1D "Third Party Contracting Requirements"**

**Part 4. 49 CFR 18.44 "Termination for Convenience"**